

Release and Waiver of Liability and Assumption of Risk

The individual named below (“I,” “me” or “my”) desires to participate in sport and recreational activities that may include, without limitation, roller skating, street skating, ramp skating, bowl skating, trick skating, dancing and dance skating, acrobatics and acrobatic skating, trampolining, stunting, bicycle riding, walking, running, hiking, bouldering, rock climbing, swimming, and other physical activities (the “Activities”) and use the facilities at _____ (the “Facilities”) made available to me by Moxi Lifestyle, Inc., a California corporation (“Moxi Lifestyle”), and its affiliates. In consideration for being permitted by Moxi Lifestyle and its affiliates to participate in the Activities and use the Facilities, as well as the intangible value that I will gain by participating in the Activities and using the Facilities, and in recognition of Moxi Lifestyle’s and its affiliates’ reliance on this consideration, I agree to all the terms and conditions set forth in this instrument (this “Release”).

I understand that my participation in the Activities or use of the Facilities may include, without limitation, skating or riding over manmade and natural features; use of equipment; use of streets, trails, terrain, and parks, including ramps, jumps, rails, boxes, half pipes, and other features; use of trampolines; performing aerial maneuvers (inverted or otherwise); participating in coaching or training sessions, lessons, races, and special events; use of vehicles for transportation; and other uses (collectively, “Use of the Facilities”).

The risks associated with the Activities, Facilities, and Use of the Facilities include, without limitation, loss of control, loss of balance, falling, colliding with individuals or natural or manmade objects (for example, trees, rocks, fences, buildings, curbs, signs, vehicles, equipment, and other objects), variable weather conditions, and encounters with wildlife (for example coyotes, bobcats, and mountain lions capable of mauling me, or poisonous insects, snakes, and other animals capable of stinging or biting me).

I am aware and understand that my participation in the Activities and Use of the Facilities is inherently dangerous and involves the risk of INJURY (including SERIOUS INJURY), DISABILITY, DEATH, or PROPERTY DAMAGE. I acknowledge these risks could be compounded by the actions, omissions, or negligence of Moxi Lifestyle or its affiliates, or their employees or agents, or others, or by delayed or negligent emergency response or rescue operations, or by failure to contact emergency response or rescue operations due to poor or unavailable cellular or wi-fi connection or another reason. I further acknowledge that these risks cannot be eliminated.

DESPITE THESE AND ANY OTHER RISKS, I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES AND USING THE FACILITIES WITH COMPLETE KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING FROM MY PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES, EVEN IF CAUSED BY MOXI LIFESTYLE’S OR ITS AFFILIATES’, OR THEIR EMPLOYEES’ OR AGENTS’, ORDINARY NEGLIGENCE OR OTHERWISE.

I confirm that I am in good health and physical condition, do not have any medical or other conditions that would impair my ability to participate in the Activities or use the Facilities, or would cause harm to others who participate in the Activities or use the Facilities. If my good health or physical condition deteriorates, or if my doctor or other health care provider recommends, I will immediately stop participating in the Activities or using the Facilities. I also confirm that I am aware of my personal limits and will not push myself (or be pressured to push myself) beyond those limits, and I will not pressure others to push themselves beyond their limits. While participating in the Activities or Using the Facilities, I agree to follow any instructions, recommendations, and cautions provided by Moxi Lifestyle or its affiliates, or their employees or agents, or others. I understand I am responsible for bringing all my own equipment, including sporting and safety equipment, to the Facilities and I am solely responsible for that equipment. If I ever believe my participation in the Activities or Use of the Facilities is unsafe to me or others, or if the Facilities appear unsafe, broken, or in poor condition, I will immediately stop participating in the Activities or using the Facilities.

If I am injured or otherwise require medical attention or treatment while participating in the Activities or using the Facilities, I hereby consent to receiving the medical attention or treatment considered necessary and agree to be solely responsible for all costs related to it, including medical transportation.

I hereby expressly release and waive all claims I may have now or after this Release, whether known, unknown, or unsuspected, against Moxi Lifestyle and its affiliates and each of their officers, directors, managers, employees, agents, shareholders, members successors, and assigns (collectively “Releasees”), on account of injury, disability, death, or property damage, attributable to my participation in the Activities or Use of the Facilities, whether arising out of the ordinary negligence of Moxi Lifestyle or any Releasees or otherwise. I covenant not to make or bring any of these claims against Moxi Lifestyle or any other Releasee, and forever release and discharge Moxi Lifestyle and all other Releasees from liability under these claims. This release and waiver does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that cannot be released by agreement under California law.

I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:

Release and Waiver of Liability and Assumption of
Risk - 1 -

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

I must defend, indemnify, and hold harmless Moxi Lifestyle and all other Releasees against any losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of any kind (including fees and costs to enforce this indemnification right, fees and costs to pursue insurance providers, and attorneys' fees) arising out of or resulting from any third-party claim attributable to my participation in the Activities or Use of the Facilities, including any claims arising out of my own negligence or the ordinary negligence of Moxi Lifestyle or any Releasees.

Moxi Lifestyle or its affiliates, or their employees or agents, may photograph, video record, or audio record me while I am participating in the Activities or Using the Facilities. I consent to Moxi Lifestyle's or its affiliates' use and display of my name, voice, likeness, image, appearance, or biographical information in, on, or in connection with any photographs, digital images, videos, audio recordings, livestreams, websites, publications, or other electronic or printed media throughout the world, at any time during or after my participation in the Activities or Use of the Facilities, for all Moxi Lifestyle's or its affiliates' legitimate business purposes ("Permitted Uses"). I hereby forever release Moxi Lifestyle or its affiliates, and their officers, directors, managers, employees, agents, shareholders, members successors, and assigns, from all claims, actions, damages, losses, costs, expenses, or liabilities of any kind, arising under any legal or equitable theory at any time during or after my participation in the Activities or Use of the Facilities in connection with any Permitted Uses.

This Release constitutes the entire agreement between me and Moxi Lifestyle and its affiliates about, and supersedes any other agreements, representations, or understandings (whether oral, written, express, or implied) that relate to, the subject matter of the Release. If any part of this Release is held to be unenforceable, that part must be amended to achieve as nearly as possible the same economic effect as the original part and the rest of this Release remains fully enforceable. Moxi Lifestyle may assign this Release to any subsidiary or affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Moxi Lifestyle. This Release inures to the benefit of Moxi Lifestyle and permitted successors and assigns. California law applies to this Release without regard for any choice-of-law rules that might direct the application of the laws of another jurisdiction. Exclusive jurisdiction lies with the courts located in California for all actions or proceedings arising out of or relating to this Release, and I hereby consent to the jurisdiction of those courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MOXI LIFESTYLE OR ITS AFFILIATES FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES OR USE OF THE FACILITIES.

Signature: _____

Printed Name: _____

Address: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms of this Release.

Signature: _____

Printed Name of Parent or Legal Guardian: _____

Address: _____

Date: _____

Release and Waiver of Liability and Assumption of
Risk - 2 -